

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER PR-OAM-14-00008		PAGE OF 1 14	
2. CONTRACT NO. GS-35F-0585J		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER EP-G14H-00322		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		8. NAME Brent Maravilla		9. TELEPHONE NUMBER (No collect calls) 202-564-2184	
10. ISSUED BY HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		11. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 443120 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB VETERAN-OWNED <input type="checkbox"/> 8(A) SMALL BUSINESS SIZE STANDARD: \$25.5		12. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		13. DISCOUNT TERMS	
14. DELIVER TO CODE		15. ADMINISTERED BY HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		16. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		17. RATING	
18. CONTRACTOR/ OFFEROR CODE (b)(4) FACILITY CODE		19. PAYMENT WILL BE MADE BY RTP RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711		20. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		21. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
22. ACCOUNTING AND APPROPRIATION DATA See schedule		23. TOTAL AWARD AMOUNT (For Govt. Use Only) \$274,098.35		24. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		25. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		27. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		28. SIGNATURE OF OFFEROR/CONTRACTOR		29. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) ELECTRONIC SIGNATURE	
30. NAME AND TITLE OF SIGNER (Type or print)		31. DATE SIGNED		32. NAME OF CONTRACTING OFFICER (Type or print) Brent Maravilla		33. DATE SIGNED 04/18/2014	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>incrementally funded at \$251,229.60. Contractor shall not exceed funded amount of this order without prior approval from the Contracting Officer. The Contracting Officer Representative (COR) for this order is Gary Snodgrass, who can be reached at (202) 564-2143 or snodgrass.gary@epa.gov. The Alternate COR is Suzette Creed, who can be reached at (202) 564-4341 or creed.suzette@epa.gov.</p> <p>TOFC: SUZETTE CREED</p> <p>Period of Performance: 04/18/2014 to 02/28/2015</p> <p>PRISM 7.2 training per student, as further described in the Statement of Work dated 4/14/2014 (see attachment 1)</p> <p>Delivery: 04/18/2014</p> <p>Accounting Info:</p> <p>14-15-B-76N-ZZZGF3-2504-LACM0000-1476NR1006-001</p> <p>RFY: 14 RFY: 15 Fund: B Budget Org: 76N Program (PRC): ZZZGF3 Budget (BOC): 2504 Job #: LACM0000</p> <p>DCN - Line ID: 1476NR1006-001</p> <p>Funding Flag: Partial</p> <p>Funded: (b)(4)</p>	265	EA	(b)(4)	(b)(4)
0002	<p>1-on-1 PRISM 7.2 training per student, as further described in the Statement of Work dated 4/14/2014 (see attachment 1)</p> <p>(Option Line Item)</p> <p>Continued ...</p>	5	EA	(b)(4)	(b)(4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-35F-0585J/EP-G14H-00322

PAGE OF
3 14

NAME OF OFFEROR OR CONTRACTOR

COMPUSEARCH SOFTWARE SYSTEMS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	11/Q1/2014 Accounting Info: 14-15-B-76N-ZZZGF3-2504-LAJM0000-1476NR1006-001 BFY: 14 EFY: 15 Fund: B Budget Org: 76N Program (PRC): ZZZGF3 Budget (BOC): 2504 Job #: LAJM0000 DCN - Line ID: 1476NR1006-001 Funding Flag: Partial Funded: \$0.00				(b)(4)
0003	Travel and Other Direct Costs, not to exceed \$80,000 without written notification from the Contracting Officer. Delivery: 04/18/2014 Accounting Info: 14-T-76N-ZZZGF3-2504-LAJM0000-1476NR1006-003 BFY: 14 Fund: T Budget Org: 76N Program (PRC): ZZZGF3 Budget (BOC): 2504 Job #: LAJM0000 DCN - Line ID: 1476NR1006-003 Funding Flag: Complete Funded: (b)(5) The obligated amount of award: \$251,229.60. The total for this award is shown in box 26.				

CUSTOM CO ADDED ORDERING PROCEDURES

The Contracting Officer Representative shall submit order requests of the following to the Contracting Officer: dates of upcoming classes, delivery mode of classes, and number of trainees/end users in the classes. The Contracting Officer shall then place an order with the Vendor.

CO ADDED - INCORPORATION OF THE CONTRACTOR'S SUBMISSION

The contractor's Technical and Cost Quotes dated 4/16/2014, are incorporated into the task order. In the event of any inconsistencies between: 1) the Federal Acquisition Regulation; 2) the Environmental Protection Agency (EPA) Acquisition Regulation; 3) Environmental Protection Agency policies and procedures; 4) other contract clauses, and the contractor's quote, the Government's terms and conditions take precedence.

1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (OCT 2000)

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) *IRM policies, standards and procedures.* The 2100 Series (2100–2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) *Groundwater program IRM requirement.* A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with *EPA Order 7500.1A—Minimum Set of Data Elements for Groundwater*.

(3) *EPA computing and telecommunications services.* The *Enterprise Technology Services Division (ETSD) Operational Directives Manual* contains procedural information about the operation of the

Clauses

Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>).

(c) *Printed documents.* Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260-5797

(d) *Electronic access.* A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public website.

FAR 52.212-3 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012)

This clause is incorporated by reference. The full text of the clause is available at: <https://www.acquisition.gov/FAR/>.

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ 52.222-50 Combating Trafficking in Persons (FEB 2009)
 - ☐ Alternate I (AUG 2007)
- ☒ 52.233-3 Protest After Award (AUG 1996)
- ☒ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
 - ☐ Alternate I (OCT 1995)
- ☒ 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
- ☒ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)
- ☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
- ☒ 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)
- ☒ 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
- ☒ 52.222-3 Convict Labor (JUN 2003)
- ☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (MAR 2012)
- ☒ 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- ☒ 52.222-26 Equal Opportunity (MAR 2007)

Clauses

- ☒ 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
- ☒ 52.222-54 Employment Eligibility Verification (JUL 2012)
- ☒ 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
- ☒ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)
- ☒ 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)
- ☒ 52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999)

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

Clauses

- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (JAN 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

CUSTOM

TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/FAR/>.

EPA-2012-10 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY2012 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

SAM REQUIREMENT – CO ADDED

Company must be registered and have completed its representations and certifications on www.sam.gov (System Acquisition Management) before an award can be made to them.

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD) REQUIREMENTS

Vendor must certify that the software or product that the vendor is offering complies with the Homeland Security Presidential Directive-12 (HSPD) requirements. The Contracting Officer can not make an award for software or for products that do not are not compliant. A list of all qualified software and products can be located at <http://idmanagement.gov>.

FAR 52.243-1 CHANGES, FIXED PRICE – ALTERNATE II (APR 1984)

This clause is incorporated by reference. The full text of the clause is available at: <https://www.acquisition.gov/FAR/>.

EPAAR 1552.208-70 PRINTING (SEP 2012)

(a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

Clauses

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10¾ by 14¾ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10¾ by 14¾ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives¹) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

Clauses

¹Pursuant to the July 2008 guidance *Promotional Communications for EPA*, a thumb drive can be used as a promotional item, but it also must be an information medium in itself. Namely, it must have substantive EPA information already loaded into the drive. Due to its intrinsic material value, it may not be used simply or primarily to display an EPA message on the exterior of the drive.

(e) *Violations*. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause*. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

CUSTOM CO ADDED INVOICES

Invoices shall be submitted to the address specified in block 21 of this order, OR via e-mail to: DDC-KInvoices@epa.gov.

Invoices shall be prepared containing the following information:

Put the contract number, invoice number and delivery order number in the SUBJECT line of the email as show in the example below:

Example: I_68w09999_234B_00005.pdf. If multiple invoices are attached, please put the contract number only. If you are attaching multiple invoices, please limit the number of attachments/invoices to 10 per email. Please submit separate emails per contract.

Each invoice must be signed by a representative of the contractor that is fully and completely authorized to sign on behalf of the contractor. The representative must also print his/her name, direct dial phone number, and email address on the invoice.

Invoices in PDF format must be named as follows: contractnumber_invoicenumber_ordernumber.pdf. Invoices may be rejected if the file name is incorrect.

- Contract number: Field is 8 digits (for non-EPA contracts we use the first two digits and the last six digits)
- Invoice number: Field is 11 digits. Please do not exceed 11 digits per invoice number. Any invoice that exceeds the 11 digit limit will be entered using the first 11 digits starting from the right. Numbers should not begin with a zero or with a special character. Invoice numbers should not include an underscore or a '/'.
 - Order number: Field is 5 digits (if there is no order number, please enter '00000' or simply end with the .pdf)
 - Example:
I_EPXX9999_STB-300_00001.pfd

I_68XX0000_7.pdf (no order number required)

I_261D00XX_54678994999_00000.pdf (using zeros as placeholders; no order number required)

I_GSF0440G_B345_01100.pfd

Clauses

I_EPW01111_1.pdf

If your email did not go through, please contact (919)-541-1148.

For status of Invoice Payments, call the Financial Office's Customer Service at (919) 541-0616. Fax number (919) 541-4975.

The FedEx/Commercial Courier address for invoices:

US EPA, RTP-Finance (Mail Drop D143-02)

4930 Page Road

Durham, NC 27703

Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>.

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than

(1) the estimated cost specified in the Schedule or,

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

(1) the total amount so far allotted to the contract by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

Clauses

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that

(1) the amount allotted by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

Clauses

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

LOCAL CLAUSE EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

Clauses

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as another direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

U.S. ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF ACQUISITION MANAGEMENT
ATTACHMENT I
STATEMENT OF WORK
REVISED 4/14/2014

TITLE: PRISM 7.2 Custom Training Class for EAS Contracting Officers and Contract Specialists

PERIOD OF PERFORMANCE:

Date of Award – February 28, 2015

OAM Points of Contact:

Contracting Officer's Representative / Project Officer:

Suzette Creed

EPA/OARM/OAM/ITSC
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004
202-564-4341
creed.suzette@epa.gov

Alternate Contracting Officer's Representative

Gary Snodgrass

EPA/OARM/OAM/ITSC
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004
202-564-2143
snodgrass.gary@epa.gov

INTRODUCTION:

The Environmental Protection Agency (EPA) is currently transitioning from Compusearch PRISM 7.1 to 7.2. The EPA has been using version 7.1 since approximately Fall 2012.

SCOPE:

The vendor shall provide 3-day, hands-on, customized, PRISM 7.2 training to Contracting Officers and Contract Specialists in support of the EPA's Acquisition System (EAS) upgrade from PRISM 7.1 to PRISM 7.2. As of April 1, 2014, the EPA has 265 individuals requiring the PRISM 7.2 Upgrade training. The actual number of trainees may be slightly more or less due to new hires, attrition, and other extenuating circumstances.

Modes of Training Delivery

The vendor shall support the following modes of delivering instructor-led training:

- 1) Onsite classroom training (Primary mode of training delivery)
- 2) Onsite 1-on-1 training (Optional delivery mode for trainees requiring special accommodations) [EPA to exercise from 0 to 5 options]
- 3) Virtual classroom training (Optional delivery mode) [EPA to exercise from 0 to 3 options]

The vendor shall have the ability to provide up to three simultaneous instructor-led 3-day training sessions. See Table 1 for a list of EPA training facility locations and the estimated number of trainees at each location.

Equipment

All training will utilize EPA furnished equipment, i.e., laptops for each trainee, laptop for instructor(s), projector, flip chart and/or white board, desks and chairs. Any virtual training will use the EPA's virtual conferencing application (Adobe Connect) and online conferencing system. For onsite 1-on-1 training, the trainee's equipment will be already setup with any required applications such as Freedom Scientific JAWS and Nuance Dragon Naturally Speaking.

Vendor Experience

The Vendor shall have extensive knowledge of and experience with PRISM 7.2 and the most recent preceding versions, especially PRISM 7.1.

Course Content

The 3-day training class will consist of the following topics and include training exercises that provide the trainee with sufficient experience to perform the tasks correctly with minimal instructor assistance:

PRISM 7.2 Overview

- PRISM Navigation changes

- Symbols and icons
- PRISM Toolbar and Home Page widgets

The PRISM 7.2 Solicitation Process

- Solicitation Creation Process in PRISM 7.2
- Progression Bar Tabs with focus on the Clauses Tab
- Manage Clauses
- Section Templates
- e-Solicitations
- Distribution to include use of FedConnect
- Solicitation Routing and Approvals
- Vendor Responses
- Multiple exercises to provide hands-on experience.

The PRISM 7.2 Award Process

- Award Creation Process in PRISM 7.2 to include Delivery Orders/Task Order
- Award Date
- Progression Bar Tabs with focus on the Details Tab
- Section Template and Section Edits (Package Body)
- New Award Functionality
- Multiple exercises to provide hands-on experience.

Supporting Training Materials

The vendor shall provide PRISM 7.2 workbooks in the following PRISM knowledge areas:

1. PRISM 7.2 Getting Started

- PRISM Homepage & Widgets
- PRISM Views
- User Profile Settings

2. PRISM 7.2 Sourcing

- Solicitation Creation Process
- Sourcing Module Structure, Symbols and Tools
- Progression Bar Tabs with focus on the Clauses Tab
- Selecting a Section Template at the Time of Solicitation Creation

- Selecting a Section Template from within a Solicitation Module
- Review/Approval Process for Attachments and Supporting Document
- Validations
- Review/Approval Process for Solicitations
- Solicitation Printing Options
- Posting & Distributing the Solicitation
- Amending the Solicitation

3. PRISM 7.2 Awards

- Award Creation Process
- Creation Options Unique to Each Award Type
- Award Module Structure, Symbols and Tools
- Progression Bar Tabs with focus on the Clauses Tab
- Adding Attachments and Managing Supporting Documents
- Review/Approval Process for Attachments and Supporting Documents
- Selecting a Section Template at the Time of Award Creation
- Selecting a Section Template from within an Award Module
- Structure of a Section Template
- Validations
- Review/Approval Process for Awards
- Award Printing Options
- Posting & Distributing the Award
- Completing an Award Closeout
- Modifying the Award
- Unique Functionality of the Delivery/Task Order Module
- Unique Functionality of the Purchase Order Module
- Unique Functionality of the BPA/BPA Call Module
- GSA Contract Number

4. PRISM 7.2 Planning, Tracking & Reporting

- Advanced Procurement Plan (APP)
- Milestone Plans
- Standard Reports
- Ad Hoc Reports

Training Administration

The vendor shall deliver all referenced PRISM 7.2 Training workbooks to all EPA training facilities two weeks prior to training, and create and provide the 3-day training agenda. Based on the EPA prepared training environment, the instructor will provide each trainee with a list of assigned contracting documents in the training environment to be used throughout the course and its associated exercises.

The vendor shall create and provide course completion certificates for and to each participating trainee within 5 business days following the trainee's successful completion of the course. The certificate should include the title of the training, trainees name, date(s) of training, 24 (CLPS) Earned, the name of the vendor, and the authorizing vendor signature for authenticity.

PRISM Training Environment

The training will be conducted using the EPA's PRISM 7.2 Training environment that is hosted on a server physically located in Research Triangle Park, NC and maintained by the Federal Government with contractor support. The trainees will use their EPA network IDs and a password to login to the Training environment using their EPA issued laptop (Non-HQTRS locations). The Washington, DC training facility will provide the trainees with laptops. The EPA will have the training environment prepared to support up to three simultaneous training classes.

Vendor Clearances

Prior to performing services within this scope of work that utilize the Agency's network, the Vendor's instructor(s) must hold a current National Agency Check with Inquiries (NACI) investigation and be cleared for a position of Public Trust. EPA will provide an assistant with all training sessions.

Table 1 – EPA Facility Locations and Trainee Estimates

Regions	Estimated # of Trainees	Address	Coast/ Time Zone	Estimated Number of Sessions
Washington, DC (HPOD, SRRPOD, PTOD)	Up to 100	EPA WJC 1200 Pennsylvania Ave, N.W Washington, DC 20004	Eastern	6
RTP, NC	Up to 35	RTP 4930 Old Page Road 109 Alex Drive Durham, NC 27703	Eastern	2
Cincinnati, OH	Up to 36	EPA 26 Martin Luther King Dr. Cincinnati, OH 45220	Eastern	2
Region I	Up to 9	Boston, MA 1 Congress Street Boston, MA 02203	Eastern	1
Region II	Up to 9	New York 290 Broadway New York, NY 10007	Eastern	1
Region III	Up to 14	Philadelphia, PA 160 Arch Street Philadelphia, PA 19103	Eastern	1
Region IV	Up to 10	Atlanta, GA 61 Forsyth Street, SW Atlanta, GA 30303	Eastern	1
Region V	Up to 20	Chicago, IL 77 West Jackson Blvd. Chicago, IL 60604	Central	2
Region VI	Up to 6	Dallas, TX 1445 Ross Ave Dallas, TX 75202	Central	1
Region VII	Up to 10	Kansas City, KS 901 N 5 th Street Kansas City, KS 66101	Central	1
Region VIII	Up to 8	Denver, CO 1595 Wynkoop Street Denver, CO 80202	Mountain	1
Region IX	Up to 11	San Francisco 75 Hawthorne Street San Francisco, CA 94105	Pacific	1